RECENT CASES.

BANKRUPTCY—STATUTE OF LIMITATIONS—STATE LAW GOVERNS—HARGADINE-MCKITTRICK DRY GOODS CO. V. HUDSON, 10 AM. B. R. 225 (MO.).—A claim was voluntarily filed against a bankrupt's estate and was disallowed on the ground that it was barred by the Statute of Limitations of the State where bankruptcy proceedings were pending, although not so barred in the State where the claim arose. *Held,* that such disallowance was no error.

There is a conflict in the earlier cases on this point. One line of decisions holding that where the Statute goes to the remedy merely and does not destroy the obligation, the claim should be allowed. *In re Ray,* Fed. Cas. 11,589; *In re Shepard,* Fed. Cas. 12,753. But the present case follows the clear weight of authority. *In re Kingsley,* 1 Low. 216; *In re Cornwall,* 9 Blatch. 114. These decisions are based upon the fact that the federal courts are governed by the Statutes of Limitation in the several States. *Bauserman vs. Blunt,* 147 U. S. 654. The recent cases all seem to follow the latter view. *In re Lipman,* 94 Fed. 353; *In re Resler,* 95 Fed. 804. Although strictly an outlawed debt is within the terms of Sec. 63 of the Bankruptcy Act and ought therefore to be allowed to be proved, still the law prevents its proof on the ground that its allowance against other creditors would be inequitable. *Collier, Bankruptcy,* 4th ed., 454.

CANCELLATION OF MORTGAGE—MISTAKE OF LAW—RELIEF IN EQUITY.—SWEDESBORO LOAN AND BUILDING ASS'N V. GANS ET AL., 55 ATL. 82.—*Held,* that the cancellation of a mortgage through misapprehension or mistake of law, upon grounds for which it would not have been cancelled but for such mistake, is good ground for equity to grant relief and re-establish the mortgage.

The principle is well founded in England that a mistake, whether of law or fact, is good ground for equitable relief, *Moses v. McFarlan,* 2 Burrows 1,005; *Farmer v. Arundel,* 2 Black. 824. In the United States at the present time the weight of authority is to hold a mistake of law good ground for equitable relief, *Northrop v. Graves,* 19 Conn. 548; *Culbreth v. Culbreth,* 7 Ga. 64; *Covington v. Powell,* 2 Met. (Ky.) 226, though in many States the contrary is held. *Nelson v. Davis,* 40 Ind. 366; *Smith v. McDougall,* 2 Cal. 586.

CARRIER OF FREIGHT—LIMITATION OF CONTRACT LIABILITY.—BERNSTEIN V. WEIR, 83 N. Y. SUPP. 48.—A shipper had a book containing freight receipts of a carrier. He delivered a package to carrier without stating value and tendered one of the receipts, which he had filled out with consignee's name and a description of the goods, to their employee, who signed it in his presence and returned it. There was upon the face of receipt a contract providing that the carrier was not liable for loss by certain specified causes unless through fraud or great negligence, and in no case for more than $50. *Held,* that the shipper was bound by the provision upon the face of the receipt and that he could not recover more than the amount stated therein unless under the exceptions stated.

This decision is contrary to those in the following cases: *Lake Shore & M. S. Ry. Co. v. Davis,* 16 Brawd. (Ill.) 425; *So. Exp. Co. v. Moon,* 39 Miss. 822; *L. & N. R. Co. v. Owen,* 12 Ky. 716, which held that the acceptor of a bill of lading was not bound by a contract on its face unless he assented to it. But the weight of authority seems to be in harmony with this decision in holding that he is bound whether he reads the contract or not. *Leitch v. U. R. R. Trans. Co.,* Fed. Cas. 8,224; *Davis v. Central Vt. R. R. Co.,* 66 Vt. 290; *Belger v. Dinsmore,* 51 N. Y. 166. He is held even though he cannot read. *Jones v. Cincinnati, S. & M. Ry. Co.,* 99 Ala. 376.

CONSTITUTIONAL LAW—POWER OF CONGRESS UNDER 15TH AMENDMENT—VALIDITY OF STATUTE AGAINST WRONGFUL INDIVIDUAL ACTS.—JAMES V. BROWN, 23 SUP. CT. 678.—*Held,* that a statute which purports to punish purely individual acts cannot be sustained as an appropriate exercise of the power conferred by the 15th amendment upon Congress to prevent denial of the right of suffrage by a State through some one or more of its official representatives, and that an indictment which charges no discrimination on account of race, color or previous condition of servitude, is likewise destitute of support by such amendment. Harlan and Brown JJ., *dissenting.*

The 15th amendment refers specifically to a denial by a State or any of its agents, of the right of suffrage to qualified citizens. It does not refer to individual acts and it has been repeatedly held that the words of the amendment cannot be narrowed to embrace purely individual acts of denial of suffrage, especially where the allegation does not charge that such acts were done on account of color, race or previous servitude. *United States v. Wiltberger,* 5 Wheat. 85; *Strouder v. West Virginia,* 100 U. S. 303; *Ex parte Bradley,* 7 Wall 364; *United States v. Reese,* 92 U. S. 214.

CRIMINAL LAW—APPOINTMENT OF COUNSEL—COMPENSATION—PAYMENT BY COUNTY—CONSTITUTIONAL LAW.—PEOPLE EX REL. ACRITELLI V. GROUT, 84 N. Y. SUPP. 97.—*Held,* that a statute providing for the compensation of counsel assigned to defendant in criminal proceeding is not a violation of the constitutional provision which forbids payment of public money for private purposes. Ingraham, Van Brunt, JJ., *dissenting.*

A statute granting compensation to a public official for expenses incurred in defending himself against a false charge is unconstitutional. *Chapman v. City of N. Y.,* 168 N. Y. 80. The power of the court, however, to assign counsel to a defendant without means is generally based on public justice and policy. *County of Dane v. Smith,* 13 Wis. 585. It is similar to the duty to support a pauper. *Webb v. Baird,* 6 Ind. 17; *Chapman v. City of N. Y., supra.* Some States, even, hold it unconstitutional to refuse to pay for such services of counsel on the ground that it would be taking private property for public purposes without compensation. *Hall v. Washington County,* 2 Greene (Iowa) 473. It would seem, then, that since the services of counsel are for public purpose, payment therefor does not violate the constitution.

EMINENT DOMAIN—MEASURE OF DAMAGES.—SOUTH BUFFALO RY. CO. V. KERKOVER ET AL., 68 N. E. 366 (N. Y.).—*Held,* that in condemnation proceedings by a railroad company, where land is acquired without the owner's consent, he is entitled to the market value of the part taken and to compensa-